Reserve
box 207/1/5

PRESERVED

App. F. IX-4

1926-7

File No. 57/4

Previous References (P. P.)

Serial Nos. 142

Later References

General and Revenue Secretariat.

Serial No. 142

Part B for April 1927

SUBJECT

Information on certain subjects mentioned in Volume IX of the "Collection of Treaties, Engagements & Sanads" by Mr. C. U. Aitchison.

To

The Secretary to the President in Mysore

Pol 775 dy 10/3/27

States that the loan of 20 lakhs of rupees was adjusted in 25-26 'the agreement made in 1900 with Messrs. John Taylor & Sons was renewed & that in pursuance of the agreement made in Dec. 1901 with Hon'ble Mark Napier the leases of certain gold mining companies were received.

Sm 6642

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Immediate

DIARY NO. 3346

19	— 19
Section.	
Date.	
Subject.	

Sir,

I am directed to request you to furnish information as to whether the loan of 20 lakhs of rupees raised by this Govt. in 1882 for railway purposes has been discharged & if so when

Yours &c.
Secy
11/2

The accompaniments from the required info

Bn
11/2

A/S
Q.M. Bir
With Compliments

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Immediate

Sir,

Development Branch may be requested to furnish information as to whether the agreement made in Dec. 1901 with the Hon'ble Mark Fraser, on behalf of the various Gold Mining Companies in the K.G.F., for the continuance of different leases & assignments was renewed in March 1910 with any amendments & if so to send 2 copies thereof.

2. 11/2A/S dec.

With Compliments

5005

GEN. & REV. SECRETARY

12 FEB. 1927

DEVELOPMENT BRANCH

Telephone message sent to the O.A. 14-2-27.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

Reply to a telephone message sent to the office Assistant to the Dir. of Geology on 14.2.27.

Agreement entered into in 1907 was only in respect of the renewals of leases of 1910. & there has been no other agreement subsequently. The renewed leases were issued in pursuance of 1907 agreement.

15-2-27.

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

6416 b/6

WD 01229—GPB—37,500—1-9-26

App. F. III—2]

General and Revenue Secretariat

P.P. File No 51 of 1926.

Serial No.	
1	From The Secy to the Resident No cf/4981/858 dt 9/2/27 Calling for information on certain subjects mentioned in vol IX of the "Collection of Treaties and Sanads" by the C.U. Aitchison Subt with a draft reply to the Residency 2/2/27 Draft for approval (Gen: Secy) 18/2
	Please type the draft & put up RG 22/2
	Typed draft submitted 2/MSK 24/2 (Gen. Secy)
	This Member. RG 28/2
	OFFICE OF THE THIRD MEMBER OF COUNCIL. 1 MAR. 1927 No. 885
	RG 1/3.
	May this draft issue (Chief Secy)

There is a copy of Aitchison's Collection available

RG 20/2

Please put up

Submitted
MSK
21/2/27
Draft slightly altered and submitted for orders
MSK
21/1/27
Please flag in the authority for the statement

Flag marked
RG
22/2

NOTE—Contn. Sheet

WD 01229—GPB—37,500—1-9-
App. F. III—2j

General and Revenue Secretariat

P.P. File No. 51 of 1926

Serial No. 2

To

The Secy to the Resident
No. Pol 775-D/10/3/27
stating that the
loan of 20 lakhs of
rupees was adjusted in
25-26 the agreement made
in 1900 with Messrs
John Taylor & Sons was
renewed & that in
pursuance of the agreement
made in Dec. 1901 with
Hubbe Nawab Sulpien
the leases of certain
Gold mining Companies
were renewed.

Secy
Insp
13/5/27

B.
9/4/27

CONFIDENTIAL. No. C/4981/858

From,

Major K.A.G. Evans-Gordon,
Secretary to the Resident in Mysore.

To,

The Chief Secretary to the Government of His Highness
the Maharaja of Mysore.

Bangalore.

Dated Bangalore the 9th February 1927.

Information on certain subjects mentioned in Volume IX of the "Collection of Treaties, Engagements and Sanads" by Mr. C.U. Aitchison.

Sir,

I am directed to request that, if there is no objection, information may kindly be furnished on the following points:-

(1) Whether the loan of 20 lakhs of Rupees raised by the Mysore Government in 1882 for railway purposes has been discharged and if so, when.

(2) Whether the agreement made in June 1900 with Messrs. John Taylor and Sons regarding the supply of electrical power is still in force or whether it has been amended. If the latter is the case, a copy of the amendments may kindly be given.

and (3) Whether the agreement made in December 1901 with the

Hon'ble Mark Napier for the continuance of different leases and assignments was renewed in March 1910 with any amendments.

I have the honour to be,

Sir,

Your obedient servant.

SECRETARY TO THE RESIDENT.

G. R. S. G/33]

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

Q 8485

11th February 1927.

Quinetale

To

The Secy to Govt
Electrical
Dept

Dear Sir,

I am directed to request that the Municipal authorities may agree to enter into a fresh agreement with Messrs John Taylor & Sons regarding the supply of electrical power as still in force which has been amended from time to time as in case of Clause E of the amendment may require to be sent.

Yours sincerely,

WD 2230—GPE—1,00,000—23-7-30

D.O. No. 544/E. Secret 1927 MGSA 14-7

Fin 65-56

MYSORE PUBLIC WORKS DEPARTMENT
CENTRAL OFFICE, KRISHNARAJASAGARA WORKS,
Camp, Mysore,
Dated Bangalore, 12th February 1927.

14 Fe

PP 14/2/27

Dear Sir,

Referring to your D.O.No.G.8485 dated 11th February 1927, I enclose herewith two copies of the 1913 Agreement with Messrs. John Taylor and Sons regarding supply of Electrical power which supercedes the Agreement of 1900.

Yours sincerely,
C. R. Seshaiah

M. Seshadri, Esq., M.A.,
Assistant Secretary to Government,
General & Revenue Secretariat,
Bangalore.

Certified that the Mysore Stamp duty of Rs. 5-8-0 (Five rupees eight annas only) has been recovered on this document from Mr. Nichol on behalf of Messrs. John Taylor & Sons' Committee and remitted to the District Treasury at Kolar this 25th day of August 1913.

Seal of Deputy Commissioner, Kolar District.

KOLAR, 25-8-13.

P. F. BOWRING,
Deputy Commissioner.

An Agreement made the 18th day of August 1913 BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") of the one part and JOHN TAYLOR & SONS of 6, Queen Street Place in the City of London of the other part respecting the supply and purchase of electrical power to be supplied by the Government from the Cauvery River to Companies on the Kolar Gold Field.

WHEREAS under certain Contracts subsisting between them the Government has for some time past supplied to the several Companies named in the first column of the First Schedule hereto electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902 the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the "first," "second" and "third installations"

AND WHEREAS the aggregate amount of the power at present supplied by the Government to each of the said Companies from the first, second and third installations is stated approximately in the First Schedule hereto

AND WHEREAS the Government have reserved the first right to take and utilise power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of water and to obtain additional power it has been proposed that the existing Contracts shall be cancelled and new Contracts substituted therefor as hereinafter mentioned

NOW IT IS HEREBY AGREED as follows:—

1. For the purpose of giving effect to such proposal John Taylor & Sons are hereby authorized to sign for and on behalf of the Government Agreement with the several Companies other than the Kolar Mines Power Station Limited mentioned in the First Schedule hereto or any of them in the form set out in the Second Schedule hereto or any varied form hereinafter authorized and an Agreement with the Kolar Mines Power Station Limited in the form set out in the Third Schedule hereto or any varied form hereinafter authorized and John Taylor & Sons shall use their best endeavours to get the proposed Agreements executed by the various Companies.

2. The aggregate power at present taken by the different Companies mentioned in the First Schedule hereto from the first second and third installations shall be apportioned between them in amounts corresponding approximately to the amounts now taken by them as stated in that schedule and the blanks with regard thereto left in the forms of Agreements set out in the Second and Third Schedules hereto shall be filled up accordingly.

3. The supply of power to be taken from the reservoir scheme under the several Contracts for the supply of electrical power shall be apportioned from time to time between all or some (to the exclusion of others) of the Contracting Companies in such shares and manner as John Taylor & Sons shall think fit.

4. So long as the total amount of the power to be supplied by the Government is not increased beyond the limits hereby permitted the amount of power to be taken by any Contracting Company may from time to time be increased by John Taylor & Sons and the right to a supply of power may with the conset of the Companies concerned be transferred by John Taylor and Sons from one Company to another. Any variation in the amount of power to be supplied to any particular Company or any transfer of power from one Company to another made under this clause may be made either by a fresh

Contract or fresh Contracts or by a memorandum or memoranda endorsed on the existing Contract or Contracts and signed or sealed by the Company or Companies concerned and by John Taylor & Sons on behalf of the Government.

5. If John Taylor & Sons shall fail to procure the new Agreements contemplated by Clause 1 of these presents to be entered into within twelve months from the date when this Agreement shall become binding either of the parties hereto may by notice in writing to the other rescind this Agreement but such rescission shall only take effect as from the date of the notice and shall not prejudice or affect any Agreement previously signed by John Taylor & Sons on behalf of the Government under any power hereby conferred.

6. All Agreements (including any such fresh contracts or memoranda as mentioned in Clause 4 hereof) signed by John Taylor & Sons on behalf of the Government uuder the authority hereby conferred shall be executed in duplicate and one part thereof shall be handed over by John Taylor & Sons to the Government.

7. Any notice or document to be given or handed over to the Government under this Agreement may be given or handed over to them by being left with such Agent in London as the Government may appoint from time to time and any notice to be given under this Agreement to John Taylor & Sons may be given by sending the same to them by post addressed to them at 6, Queen Street Place aforesaid.

8. No contract which John Taylor & Sons are hereby authorized to enter into on behalf of the Government with any Company shall be impeached or questioned by reason of John Taylor & Sons or any members or member of that Firm being interested in such Company as Director (s) Manager (s) Shareholder (s) or otherwise and the Companies to which transfers of power may be made under these presents shall include all Companies for the time being working on the Kolar Gold Field whether gold mining companies or not and whether mentioned in the First Schedule hereto or not or whether already incorporated or hereafter to be incorporated and the successors for the time being in title of any Company named or referred to herein may for the purposes of these presents be substituted for such Company. But the Government shall not be required to supply any electrical power except within a radius of ten miles from Taylor's Shaft upon the Mine of the Nundydroog Company Limited.

9. All rights and powers given to John Taylor & Sons by this Agreement shall on any change in the constitution of the Firm pass to their lawful successors for the time being in business.

10. The Arbitration Clause contained in the scheduled forms of Agreement shall apply and take effect in the same manner as if it had been repeated herein with the substitution of the name of John Taylor & Sons for that of the Company.

11. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

12. This Agreement shall become binding when signed and sealed by—

(1) The Dewan of Mysore on behalf of the Government.

(2) John Taylor & Sons.

IN WITNESS where of M. Visvesvaraya acting for and on behalf of the Government and John Taylor & Sons have hereunto set their respective hands and seals with effect from the day and year first above written.

THE FIRST SCHEDULE ABOVE REFERRED TO.

Aggregate power supplied from the First, Second and Third Installations.

Name of Company	Horse-Power Total
Mysore Gold Mining Company, Limited ..	3,143
Champion Reef Gold Mining Company of India, Limited ..	2,180
Corgum Gold Mining Company of India, Limited ..	1,240
Nundydroog Company, Limited ..	1,423
Balaghat Gold Mining Company, Limited ..	736
Kolar Mines Power Station, Limited ..	619
Total ..	9,321

End of First Schedule.

THE SECOND SCHEDULE ABOVE REFERRED TO.

An Agreement, made the day of 191 BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") by JOHN TAYLOR & SONS acting under the authority in that behalf conferred by an Agreement dated the day of 1913 between the Government and themselves a copy of which is intended to be hereunto annexed and which is hereinafter referred to as the "main Agreement" of the one part and

Limited (a Company carrying on or intending to carry on business on the Kolar Gold Field and hereinafter called "the Company") of the other part.

WHEREAS under a Contract or Contracts subsisting between the Government and the Company the Government have for some time past supplied to the Company electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902 the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the first, second and third installations

AND WHEREAS the aggregate amount of the power at present supplied by the Government to the Company from the first, second and third installations is approximately horse-power

AND WHEREAS the Government have reserved the first right to take and utilize power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of water and to obtain additional power it has been agreed that the existing Contracts between the Government and the Company shall be cancelled and such new Contract as is hereinafter contained substituted therefor

NOW IT IS HEREBY AGREED as follows:—

1. This Agreement shall be binding on both parties until the 31st day of December 1940 provided that the lease under which the Company now work or propose to work their mines or any renewed lease which may be acquired by the Company of such mines shall last so long.

2. The Government shall within the periods hereinafter mentioned provide and install at their own cost sufficient plant to supply electrical power in addition to that derived from the first, second and third installations as follows:—

(a) Up to 1,000 horse-power when there is the requisite flow in the river within one year from the 16th July 1912.

(b) Up to 2,000 horse-power inclusive of the said one thousand horse-power when there is the requisite flow in the river within two years from the 16th July 1912.

(c) And subject to one year's notice in writing having previously been given by John Taylor & Sons to the Government requiring the supply of power to be increased up to 5,000 horse-power inclusive of the said two thousand horse-power within three years from the 16th day of July 1912.

(d) At any time after such supply has been increased to 5,000 horse-power as mentioned in sub-section (c John Taylor & Sons may give to the Government notice in writing requiring the supply of power to be further increased and within two years from the receipt of such notice the Government shall provide sufficient plant to enable it to supply electrical power to a total of 7,500 horse-power.

3. If at any time and from whatever cause the Government shall wholly suspend the work on the dam in connection with the reservoir scheme for a period of six months or if the amounts of power mentioned in Clause 2 hereof are not available at the times stated therein the Company shall be at liberty by notice in writing to the Government to rescind this agreement in which case the terms and conditions contained in the previously existing Contract between the Government and the Compay shall be reverted to. Provided always that if the delay or

default on the part of the Government be wholly occasioned by the act of God or other unforeseen cause or causes beyond the power of the Government to overcome the provisions of this clause shall not apply.

4. The Government agrees to maintain and wherever necessary instal all plant necessary for generating, transforming and transmitting up to but not beyond the Government's stepdown transformer station on the Kolar Gold Field electrical power to such amount as is herein agreed upon and to provide such duplicate and spare plant throughout its system and otherwise to take such reasonable precautions as are necessary to ensure continuity in the supply of power with as little variation in the speed of motors as is reasonably practicable. In the event of an interruption in the supply of power from any cause other than gross negligence on the part of its servants the Government will not be liable for any loss due to such interruption. The Government agrees in the event of such interruption to give notice as early as possible as to the probable duration of the same and to use every endeavour to make the period of interruption as short as possible. The Government agrees subject to the provisions of Clause 5 hereof not to reduce the amount of power supplied to the several Companies with whom Contracts are entered into by John Taylor & Sons under the authority conferred by the main Agreement by reason of power from the first, second and third installations and the reservoir scheme or any of them being required elsewhere. The Government will not be liable in any event for damage to person or property arising accruing or resulting from the use of the power but agrees to take every reasonable precaution to prevent such damage.

5. The Government shall have the first right to take and utilize power from the first, second and third installations to an amount not exceeding 1,500 horse-power.

If and as often as the total amount of supply of power available from the first, second and third installations and the reservoir scheme shall be insufficient to supply both the aggregate amount of power which ought for the time being to be supplied to the contracting Companies and also the amount which the Government have for the time being the right to take as referred to in this clause and in Clause 6 below then and in such case the available power shall be distributed as follows (that is to say) the Government shall first be entitled to take the amount which they have for the time being the right to take as aforesaid and shall supply any surplus to the different contracting

Companies in such proportion as John Taylor & Sons shall in their absolute uncontrolled discretion determine. Provided that the Government shall not be required to incur any expenditure especially to provide for the distribution required. In this clause the expression 'Contracting Companies' means the Companies with whom John Taylor & Sons shall have entered into agreements for the supply of electrical power from the Cauvery River from the first, second and third installations under the authority conferred by the main Agreement.

6. The several Companies with whom Contracts are entered into by John Taylor & Sons under the authority conferred by the main Agreement shall subject to the provisions of Clause 5 hereof from time to time have a first call upon all power derived from the first three installations and the reservoir scheme up to the extent of 80 per cent of the plant capacity but the aforesaid call on the additional power shall not exceed the amounts mentioned in Clause 2 hereof. The balance of 20 per cent reserved to the Government shall include the 1,500 horse-power to which the Government are entitled under the provisions of Clause 5 hereof.

If after the contracting Companies have begun to utilize not less than 5,000 horse-power referred to in sub-clause (c) of Clause 2 of this Agreement they consider they are likely to require more than the total supply of 7,500 horse-power referred to in sub-clause (d) of the said clause, John Taylor and Sons shall give two years' notice in writing to enable the Government to provide such additional power. If after this notice is given the Government are unable to supply the same the Companies shall be at liberty to instal their own generating plant for the supply of the additional power required.

If on the other hand the Companies consider they are unlikely to require the full quantities of power specified in Clause 2 or any further additional power which the Government may agree to supply under the preceding sub-clause John Taylor & Sons shall after the 15th day of July 1920 from time to time as far as they are able inform the Government in writing of such possibilities when the individual blocks of power not required amount to 1,000 horse-power or over and the Government shall after the expiry of two years from such notice be at liberty to utilize the unrequired blocks of power in such manner as they may see fit provided that the Companies do not in the meantime recall the said power.

7. The Government shall (subject to the provisions contained in Clauses 2 and 13 hereof) supply and the Company shall (subject to the deductions and provisions hereinafter specified and contained) take a supply from the Government of electrical power to (approximately) the following amount namely horse-power from the first, second and third installations and such a share as may be apportioned to the Company under Clause 8 hereof and as the Company may be able to utilise of the additional horse-power for the supply of which the Government is under Clause 2 hereof for the time being bound to provide sufficient plant (which additional horse-power is hereinafter referred to as "the horse-power from the reservoir scheme") the said horse-power to be reckoned in each case in manner hereinafter set forth.

8. John Taylor & Sons will (subject to the provisions of Clause 9 hereof) apportion the horse-power from the reservoir scheme as they think fit between the several Companies mentioned in the First Schedule to the main Agreement and the Company shall utilise the power so apportioned to it so far as it shall be able to do so and all electrical power used by the Company shall be derived from the first, second and third installations and the reservoir scheme or one of them or through the medium of the Kolar Mines Power Station Limited and so long as the Government is in a position to supply the same in accordance with the terms and conditions hereof and at the dates herein specified the Company shall not resort to the use of steam or other power in substitution of electrical power except to the extent provided in Clauses 15 and 16 hereof.

9. In making the apportionment mentioned in Clause 8 hereof John Taylor & Sons will only apportion to the Kolar Mines Power Station Limited power to whatever extent may be required and contracted for (subject to the limits mentioned in Clause 2) for the operation of all classes of machines excepting those operating at an average load factor of over 50 per cent. The Kolar Mines Power Station Limited shall be at liberty to utilize peak loads not exceeding by more than 33⅓ per cent of the power contracted for by that Company.

10. The amount of power supplied under this Agreement will in the case of all machinery now in use by the Company be reckoned at the existing ratings subject to the provisions of Clause 11 hereof and in all other cases the number of horse-power supplied shall be accepted

by both parties as equal to $\frac{1}{746}$th part of the number of watts measured at the terminals of the motor or motors when running on full load the said number of watts being determined at the commencement of supply by an instrument approved of and furnished by the Chief Electrical Engineer to the Government of Mysore due allowance being made in the rating of any motor for any known errors in the instrument used by the Government for determining such rating. In the event of a difference exceeding 2 per cent arising between the number of watts measured by such instrument and the instrument used by the Company both parties shall thereupon delegate their respective technical Representatives to test the instruments used by them for the purpose of determining the rating or ratings as aforesaid with a Standard Instrument which shall be installed at the joint cost of both parties in the Government's stepdown transformer station at the Kolar Gold Field the said instrument to be in the joint custody of the Government's technical Representative and the technical Representative of the Company and maintained solely and exclusively for the purpose of conducting such tests as may become necessary from time to time.

11. All motors used by the Company shall when required be re-rated both for increase or decrease and the Government shall be at liberty to re-rate any motor at any time subject to one week's previous notice in writing having been given to the Company but except in cases where motors shall have been transferred from one class of service to another or when additional load has been applied the Company is not to be at liberty to claim a re-rating of any motor, until one year shall have elapsed from the date of the last rating or re-rating as the case may be of such motor. In cases where motors shall have been transferred from one class of service to another class of service or when additional load has been applied the Company may claim a re-rating upon giving one week's previous notice in writing to the Government.

12. The Company agrees (subject to the deductions and provisions hereinafter specified and contained) to pay for all electrical power supplied from the first, second and third installations and the reservoir scheme in virtue of this Agreement at the following rates : —

(a) During a period of ten years from the first date when any portion of the supply is guaranteed or "protected" and notification thereof is given in writing by the Government

to John Taylor & Sons £12 per horse-power per annum on all guaranteed or "protected" power supplied and £10 per horse-power per annum on all other power supplied so that the said rate of £12 per horse-power per annum shall only be paid in respect of "protected" power, the supply of which is guaranteed by the Government and that £10 per horse-power per annum only shall be paid for any quantity of power supplied by the Government, but the supply of which is not guaranteed by the Government.

(*b*) £10 per horse-power per annum until the commencement of the said period of ten years.

(*c*) For all power supplied after the expiration of the said period of ten years and so long as this Agreement shall remain in force £10 per horse-power per annum.

These payments will be made in pounds sterling monthly within one month of the receipt in London of an account from the Government of the power used during the month, such account having been first countersigned by the Representatives of the Company at the Gold Field. All moneys due from the Company to the Government shall be paid to the credit of the Government at such Bank in London as the Government may direct.

In case any of the moneys hereinbefore agreed to be paid by the Company shall be in arrear and unpaid for two calendar months next after the time at which the same shall become payable, the Government may discontinue the supply of electrical power and all obligations under this Agreement shall thenceforth cease without prejudice nevertheless to the recovery of any moneys then owing by the Company.

13. The Government shall not be required to supply any electrical power under this Agreement outside a radius of ten miles from Taylor's Shaft upon the mine of the Nundydroog Company, Limited.

14. The Government agrees that on receipt of a notice from the Company or any authorised agent of the Company to the effect that a specified amount of power will not be required for a specified period of time or until further notice the payment due for the same during the period of disuse will be remitted provided that the period for which this

reduction of payment is claimed shall not be less than five days. This provision does not apply to the additional power from the reservoir scheme until it has been in use for a period of twelve months.

15. In the event of an interruption or a diminution in the supply of power whether from an accident to the generating or transmitting plant of the Government or from any cause other than the failure of an electro-motor its control apparatus or circuit when such interruption or diminution extends to a period of one hour or over, payment for power not supplied will be remitted for the whole period during which such interruption and diminution continues and for the purpose of calculating the amount of such reduction of payment, the period shall be deemed to have extended to the next integral number of hours above its actual duration. In any such case of interruption or diminution in the supply of power to the Company's machinery, the company shall be free to resort immediately to the use of steam or other power. Provided always that if at any time the Company has occasion to resort to steam or other power it shall have the option to continue to use steam or other power for any length of time not exceeding one calendar month and shall be entitled to a rebate for power for such period and further that in the event of any such interruption lasting for more than one month, the Company shall be entitled to a rebate for power for the whole period during which such interruption shall continue and may use steam or other power while such interruption shall continue.

16. If at any time and from any cause any electric motor or apparatus in connection therewith of any electrically driven plant shall break down the Company may use steam or other power for so long as may be required to make the necessary repairs to such motor apparatus or plant and provided the period of interruption exceeds 24 hours shall be entitled to a rebate for the period from the time of breaking down up to the completion of the said repairs.

17. When two or more interruptions occur within 30 minutes of each other the period of interruption for the purpose of the provisions of Clause 15 hereof shall be taken to commence at the beginning of the first of such interruptions and to finish at the end of the last of such interruptions.

18. If the Government gives notice to the Company that any unit or units may have to be shut down payment for such units shall be remitted for a period of 24 hours if no shut down is found to be necessary.

19. The Company agrees to give to any persons authosised by or on behalf of the Government free acces to any portion of the mines or premises of the Company where electri al power is employed and to afford every facility to such person in asc rtaining the amount of such power which is being supplied provide that such person shall not without the consent of the Company in any way interfere with the working of the mines.

20. The Government retains the ri ht to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month at a time to be agreed upon with the representatives of the Company at the Gold Field and also for a similar period at any time if it should appear necessary to the Government to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. No rebate shall be claimed by the Company for such interruptions.

21. In any case where such person as is referred to in Clause 19 can show good reason for supposing that a waste of electrical power in excess of the normal 5 per cent loss in distribution is occurring through leakage or otherwise in some portion of the distributing plant or that such waste is liable to occur the Company agrees to afford such reasonable facilities as are necessary for the ascertaining and prevention of such waste or the repair of such defective plant and forthwith to take such steps as may be necessary to prevent such waste and in general to use such supervision and to take such steps as may be reasonably considered necessary to discover any such defect in the distributing plant and to remedy the same.

22. If the loss on any distribution circuits shall at any time exceed 5 per cent the Company shall be entitled either to erect a supplementary line or at their option to pay for the power loss in excess of 5 per cent provided it does not exceed 7½ per cent.

23. No electro-motor operating at a load factor of 50 per cent or over shall be installed without previous notice having been given to the Government and the apparatus installed shall be subject to approval by the Chief Electrical Engineer to the Government of Mysore provided that such approval shall not be withheld without reasonable grounds. No electrical power shall be used in connection with the supply from the Cauvery River without the consent of the Government.

24. Subject to one week's notice being previously given to the Government by the Company the Company shall be at liberty to

re-distribute any power supplied to them as and when they wish provided that the work done by an electro-motor shall not be increased beyond that for which it was installed without the consent of the Government.

25. In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement the matter shall be first submitted to a committee consisting of the following persons, *viz.* :—

One expert appointed by the Government.

One expert appointed by the Company and

One expert appointed by the British Resident in Mysore.

This Committee will report fully on the question at issue and their decision if unanimous will be binding on both parties in respect of any question of fact concerning the supply and use of electrical power under this Agreement and in respect of any scientific question which may have arisen. In the event of either party not (subject to the provisions last hereinbefore contained with respect to the decision of the Committee if unanimous) being satisfied with the decision of the Committee or of the Committee not being unanimous the matter shall then be referred to two Arbitrators sitting in London who shall be appointed respectively by each party and this shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or any statutory amendment thereof in force for the time bring. The provisions of the said Act or amendment thereof shall apply to the submission with the following exceptions :—

(*a*) No evidence shall be admissible before the said Arbitrators or their umpire other than the report or reports of the said Committee and this Agreement or certified copies of the said report or reports and Agreement.

(*b* The Arbitrators or their umpire shall make their or his award in writing and give notice to the representatives of both parties in London that the same has been made within two calendar months after entering on the reference and shall not have power to enlarge the time for making their or his award.

(*c*) In the event of the Arbitrators or umpire failing to make their or his award or to give notice that the same has been made to the representatives of both parties in London within the time appointed for making their or his award the report

of the majority of the said Committee (if two or more members of the said Committee shall have agreed in their report) shall be binding on both parties.

26. If at any time during the period of this Agreement a portion exceeding one-fourth of the power to be supplied under this Agreement shall have been in disuse for a consecutive period of one year or if a portion exceeding one-fourth of the said power shall have been in disuse for a less period than a year and the Company fail to show reasonable probability that the portion so in disuse would be fully utilised for the remainder of the period of this Agreement the Government reserves the right to discontinue the supply of such portion of the power and the Company agree on receipt of notice from the Government to that effect forthwith to disconnect the electro-motors installed to utilise the said portion of power in disuse and not to connect the same again to the distributing circuits without the consent of the Government.

27. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

28. Subject to the provisions contained in Clause 3 hereof any and every previously existing Contract with reference to the supply by the Government of electrical power to the Company is hereby cancelled but notwithstanding such cancellation the Government shall be entitled to be paid according to the terms of such Contract for any power supplied thereunder to the Company and not paid for prior to the date of such cancellation.

29. This Agreement is signed by John Taylor & Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by the main agreement but they do not warrant the existence or continuance of that authority or the performance or observance of this Contract by the Government and under no circumstances shall John Taylor & Sons incur any liability by reason of their signing this Contract whether under the Contract itself or under any warranty of authority which but for this clause might be implied by their signatures thereof or on any other ground whatsoever.

IN WITNESS whereof John Taylor & Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

(End of Second Schedule.)

THE THIRD SCHEDULE ABOVE REFERRED TO.

An Agreement made the day of 191 BETWEEN THE GOVERNMENT OF H. H. THE MAHARAJA OF MYSORE (hereinafter called "the Government") by JOHN TAYLOR & SONS acting under the authority in that behalf conferred by an Agreement dated the day of 1913 between the Government and themselves a copy of which is intended to be hereunto annexed and which is hereinafter referred to as the "main Agreement" of the one part and THE KOLAR MINES POWER STATION, LIMITED (a Company carrying on or intending to carry on business on the Kolar Gold Field and hereinafter called "the Company" of the other part.

WHEREAS under a Contract or Contracts subsisting between the Government and the Company the Government have for some time past supplied to the Company electrical power from the Cauvery River

AND WHEREAS such power has been supplied from three separate installations the first completed in or about the year 1902, the second in or about the year 1905 and the third in or about the year 1907 and hereinafter respectively referred to as the first, second and third installations

AND WHEREAS the aggregate amount of the power at present supplied by the Government to the Company from the first, second and third installations is approximately 1,19 horse-power

AND WHEREAS the Government have reserved the first right to take and utilize power to the extent of 1,500 horse-power from the said three installations

AND WHEREAS the Government have determined upon a scheme to conserve a larger supply of water from the Cauvery River for the purposes of an increased supply of electrical power which said scheme is hereinafter referred to as "the reservoir scheme"

AND WHEREAS in order to safeguard the present and future supply of electrical power from interruption on account of shortage of water and to obtain additional power it has been agreed that the existing Contracts between the Government and the Company shall be cancelled and such new Contract as is hereinafter contained substituted therefor.

NOW IT IS HEREBY AGREED as follows:—

1. This Agreement shall be binding on both parties until the 31st day of December 1940 provided that the lease under which any customer of the Company now works or proposes to work his or its mines or any renewed lease which may be acquired by such customer of such mines shall last so long.

2. The Government shall within the periods hereinafter mentioned provide and instal at their own cost sufficient plant to supply electrical power in addition to that derived from the first, second and third installations as follows:—

(*a*) Up to 1,000 horse-power (when there is the requisite flow in the river) within one year from the 16th July 1912.

(*b*) Up to 2,000 horse-power inclusive of the said one thousand horse-power (when there is the requisite flow in the river) within two years from the 16th July 1912.

(*c*) And (subject to one year's notice in writing having previously been given by John Taylor & Sons to the Government requiring the supply of power to be increased) up to 5,000 horse-power inclusive of the said two thousand horse-power within three years from the 16th day of July 1912.

(*d*) At any time after such supply has been increased to 5,000 horse-power as mentioned in sub-section (*c*) John Taylor & Sons may give to the Government notice in writing requiring the supply of power to be further increased and within two years from the receipt of such notice the Government shall provide sufficient plant to enable it to supply electrical power up to a total of 7,500 horse-power.

3. If at any time and from whatever cause the Government shall wholly suspend the work on the dam in connection with the reservoir scheme for a period of six months or if the amounts of power mentioned in clause 2 hereof are not available at the times stated therein the Company shall be at liberty by notice in writing to the Government to rescind this Agreement in which case the terms and conditions contained in the previously existing Contract between the Government and the

Company shall be reverted to. Provided always that if the delay or default on the part of the Government be wholly occasioned by the act of God or other unforeseen cause or causes beyond the power of the Government to overcome the provisions of this clause shall not apply.

4. The Government agrees to maintain and wherever necessary instal all plant necessary for generating transforming and transmitting up to but not beyond the Government's stepdown transformer station on the Kolar Gold Field electrical power to such amount as is herein agreed upon and to provide such duplicate and spare plant throughout its system and otherwise to take such reasonable precautions as are necessary to ensure continuity in the supply of power with as little variation in the speed of motors as is reasonably practicable. In the event of an interruption in the Supply of power from any cause other than gross negligence on the part of its servants the Government will not be liable for any loss due to such interruption. The Government agrees in the event of such interruption to give notice as early as possible as to the probable duration of the same and to use every endeavour to make the period of interruption as short as possible. The Government agrees subject to the provisions of Clause 5 hereof not to reduce the amount of power supplied to the several Companies with whom contracts are entered into by John Taylor & Sons under the authority conferred by the main Agreement by reason of power from the first, second and third installations and the reservoir scheme or any of them being required elsewhere. The Government will not be liable in any event for damage to person or property arising accruing or resulting from the use of the power but agrees to take every reasonable precaution to prevent such damage

5. The Government shall have the first right to take and utilize power from the first, second and third installations to an amount not exceeding 1,500 horse-power.

If and as often as the total amount of supply of power supplied from the first, second and third installations and the reservior scheme shall be insufficient to supply both the aggregate amount of power which ought for the time being to be supplied to the contracting Companies and also the amount which the Government have for the time being the right to take as referred to in this clause and in Clause 6 below then and in such case the available power shall be distributed as follows (that is to say the Government shall first be entitled to take the amount which they have for the time being the right to take as

aforesaid and shall supply any surplus to the different contracting Companies in such proportion as John Taylor & Sons shall in their absolute uncontrolled discretion determine. Provided that the Government shall not be required to incur any expenditure especially to provide for the distribution required. In this clause the expression "Contracting Companies" means the Companies with whom John Taylor & Sons shall have entered into agreements for the supply of power from the first, second and the third installations of the Cauvery Power Scheme under the authority conferred by the main Agreement.

6. The several Companies with whom Contracts are entered into by John Taylor & Sons under the authority conferred by the main Agreement shall subject to the provisions of Clause 5 hereof from time to time have a first call upon all power derived from the first three installations and the reservior scheme up to the extent of 80 per cent of the plant capacity but the aforesaid call on the additional power shall not exceed the amounts mentioned in clause 2 hereof. The balance of 20 per cent reserved to the Government shall include the 1,500 horse-power to which the Government are entitled under the provisions of Clause 5 hereof.

If after the contracting Companies have begun to utilise not less than 5,000 horse-power referred to in sub-clause (*c*) of Clause 2 of this Agreement they consider they are likely to require more than the total supply of 7,500 horse-power referred to in sub-clause (*d*) of the said clause John Taylor & Sons shall give two years' notice to enable the Government to provide such additional power. If after this notice is given the Government are unable to supply the same the Companies shall be at liberty to instal their own generating plant for the supply of the additional power required.

If on the other hand the Companies consider they are unlikely to require the full quantities of power specified in Clause 2 or any further additional power which the Government may agree to supply under the preceding sub-clause John Taylor & Sons shall after the 16th day of July 1920 from time to time as far as they are able inform the Government in writing of such possibilities when the individual blocks of power not required amount to 1,000 horse-power or over and the Government shall after the expiry of two years from such notice be at liberty to utilize the unrequired blocks of power in such manner as they may see fit provided that the Companies do not in the meantime recall the said power.

7. The Government shall (subject to the provisions contained in Clauses 2 and 13 hereof) supply and the Company shall (subject to the deductions and provisions hereinafter specified and contained) take a supply from the Government of electrical power to (approximately) the following amount namely 619 horse-power from the first, second and third installations and such a share as may be apportioned to the Company under Clause 8 hereof and as the Company may be able to utilize of the additional horse-power for the supply of which the Government is under Clause 2 hereof for the time being bound to provide sufficient plant (which additional horse-power is hereinafter referred to as "the horse-power from the reservoir scheme") the said horse-power to be reckoned in each case in the manner hereinafter set forth.

8. John Taylor & Sons will (subject to the provisions of Clause 9 hereof) apportion the horse-power from the reservoir scheme as they think fit between the several Companies mentioned in the First Schedule to the main Agreement and the Company shall utilize the power so apportioned to it so far as it shall be able to do so and all electrical power used by the Company shall be derived from the first, second and third installations and the reservior scheme or one of them so long as the Government is in a position to supply the same in accordance with the terms and conditions hereof and at the rates herein specified.

9. In making the appointment mentioned in Clause 8 hereof John Taylor & sons will only apportion to the Company power to whatever extent may be required and contracted for (subject to the limits mentioned in Clause 2) for the operation of all classes of machines excepting those operating at an average load factor of over 50 per cent. The Company shall be at liberty to utilize peak loads not exceeding by more than 33⅓ per cent of the power contracted for by the Company.

10. The amount of power supplied will be reckoned as follows:—
Measurements of power consumed shall be taken as registered by suitable recording (integrating) and curve drawing Watt Meters installed in the Government's stepdown transformer station at the Kolar Gold Field the former type of instrument to record the energy consumed the latter for the measurement of peak loads.

The Company shall have the right to instal at its own cost and for its exclusive use a meter or meters in the Government's stepdown transformer station at the Kolar Gold Field in series with the circuit or circuits through which the Company is supplied with power.

In the event of a difference exceeding 2 per cent arising between the number of kilo-watt hours measured by such instrument and the instruments used by the Company both parties shall thereupon delegate their respective technical Representatives to test the instruments used by them for the purpose of determining the amount of power consumed and the measurement of peak loads respectively as aforesaid with a Standard Instrument which shall be installed at the joint cost of both parties in the Government's stepdown transformer station at the Kolar Gold Field the said instrument to be in the joint custody of the Government's technical Representative and the technical Representative of the Company and maintained solely and exclusively for the purpose of conducting such tests as may become necessary from time to time.

11. The Company agrees (subject to the deductions and provisions hereinafter specified and contained) that the power supplied to the Company shall be paid for as follows:—

(a) During a period of ten years from the first date when any portion of the supply is guaranteed or "protected" and notification thereof is given in writing by the Government to John Taylor & Sons for power equivalent to 6 per cent of the total power at the time contracted for on the Kolar Gold Field by the several Companies mentioned in the first Schedule to the main Agreement at the rate of £12 per horse-power per annum. The additional power over the 6 per cent mentioned above to and including the amount contracted for by the Company shall be paid for on a flat rate of £14 per horse-power per annum provided that the total monthly consumption in kilo-watt-hours as recorded by a suitable recording (intergrating) watt meter (or watt meters) installed in the Government's stepdown transformer station at the Kolar Gold Field

shall not in any month exceed the aggregate which would accrue by the consumption of the contracted horse-power in continuous service throughout the month.

(b) If the aggregate kilo-watt-hours utilized should however exceed the equivalent of the contracted horse-power used in continuous service throughout the month the Company shall pay for such excess by meter rate equivalent to £14 per horse-power per annum flat rate equal to ·5142d. per kilo-watt-hour.

(c) It is further understood that the above-mentioned rates of £12 and £14 per horse-power per annum are to apply during the ten years period referred to in Clause a hereof after which they will be reduced to £10 and £12, respectively.

(d) Until the commencement of the ten years period referred to in (a) hereof the rate shall be £10 per horse-power per annum.

These payments will be made in pounds sterling monthly within one month of the receipt in London of an account from the Government of the power used during the month such account having been first countersigned by the representatives of the Company at the Gold Field. All moneys due from the Company to the Government shall be paid to the credit of the Government at such Bank in London as the Government may direct.

In case any of the moneys hereinbefore agreed to be paid by the Company shall be in arrear and unpaid for two calendar months next after the time at which the same shall become payable the Government may discontinue the supply of electrical power and all obligations under this Agreement shall thenceforth cease without prejudice nevertheless to the recovery of any moneys then owing by the Company.

12. The Government agrees that on receipt of a notice from the Company or any authorised agent of the Company to the effect that a specified amount of power will not be required for a specified period

of time or until further notice the payment due for the same during the period of disuse will be remitted provided that the period for which this reduction is claimed shall not be less than five days.

13. The Government shall not be required to supply any electrical power under this Agreement outside a radius of ten miles from Taylor's Shaft upon the mine of the Nundydroog Company, Limited.

14. In the event of an interruption or a diminution in the supply of power from whatever cause or if at any time and from any cause any of the Company's plant shall break down the Company may use steam or other power for so long as may be required to make the necessary repairs or until the supply of electrical power is again available.

15. The Company agree to give to any persons authorized by or on behalf of the Government free access to any portion of the mines or premises of the Company where electrical power is employed and to afford every facility to such person in ascertaining the amount of such power which is being supplied provided that such person shall not without the consent of the Company in any way interfere with the working of the mines.

16. The Government retains the right to discontinue the supply of power for the purpose of testing for a period not exceeding one hour once every month at a time to be agreed upon with the representatives of the Company at the Kolar Gold Field and also for a similar period at any time if it should appear necessary to the Government to test any portion of the plant in order the better to secure subsequent continuity of supply or for the purpose of connecting new machinery. No rebate shall be claimed by the Company for such interruptions.

17. In the event of any dispute or difference arising as to the construction, meaning or effect of this Agreement or of any clause herein contained or as to the rights or liabilities of either of the parties under this Agreement the matter shall be first submitted to a committee consisting of the following persons *viz.* :—

One expert appointed by the Government
One expert appointed by the Company and
One expert appointed by the British Resident in Mysore.

This Committee will report fully on the question at issue and their decision if unanimous will be binding on both parties in respect of any question of fact concerning the supply and use of electrical power under this Agreement and in respect of any scientific question which may have arisen. In the event of either party not (subject to the provisions last hereinbefore contained with respect to the decision of the Committee if unanimous being satisfied with the decision of the Committee or of the Committee not being unanimous the matter shall then be referred to two Arbitrators sitting in London who shall be appointed respectively by each party and this shall be deemed to be a submission within the meaning of the Arbitration Act 1889 or any statutory amendment thereof in force for the time being. The provisions of the said Act or amendment thereof shall apply to the submission with the following exceptions :—

(a) No evidence shall be admissible before the said Arbitrators or their umpire other than the report or reports of the said Committee and this Agreement or certified copies of the said report or reports and Agreement.

(b) The Arbitrators or their umpire shall make their or his award in writing and give notice to the representatives of both parties in London that the same has been made within two calendar months after entering on the reference and shall not have power to enlarge the time for making their or his award.

(c) In the event of the Arbitrators or umpire failing to make their or his award or to give notice that the same has been made to the representatives of both parties in London within the time appointed for making their or his award the report of the majority of the said Committee (if two or more members of the said Committee shall have agreed in their report) shall be binding on both parties.

18. If at any time during the period of this agreement a portion exceeding one-fourth of the power to be supplied under this Agreement shall have been in disuse for a consecutive period of one year or if a portion exceeding one-fourth of the said power shall have been in disuse for a less period than a year and the Company fail to show reasonable probability that the portion so in disuse would be fully utilized for the remainder of the period of this agreement the Govern-

ment reserves the right to discontinue the supply of such portion of the power and the Company agree on receipt of notice from the Government to that effect forthwith to disconnect the electro-motors installed to utilize the said portion of power in disuse and not to connect the same again to the distributing circuits without the consent of the Government.

19. This Agreement shall be construed according to and all rights and remedies shall be regulated by English law.

20. Subject to the provisions contained in Clause 3 hereof every previously existing Contract with reference to the supply by the Government of electrical power to the company is hereby cancelled but notwithstanding such cancellation the Government shall be entitled to be paid according to the terms of such Contract for any power supplied thereunder to the Company and not paid for prior to the date of such cancellation.

21. This Agreement is signed by John Taylor & Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by the main Agreement but they do not warrant the existence or continuance of that authority or the performance or observance of this Contract by the Government and under no circumstances shall John Taylor & Sons incur any liability by reason of their signing this Contract whether under the Contract itself or under any warranty of authority which but for this clause might be implied by their signature thereof or on any other ground whatsoever.

IN WITNESS whereof John & Taylor Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and year first above written.

(End of Third Schedule.)

Signed, sealed and delivered by the abovenamed M. VISVESVARAYA on the 18th day of August 1913 in the presence of

M. VISVESVARAYA,
Dewan of Mysore.

Seal of the Dewan of Mysore

KARPUR SHRINIVAS RAO,
Offg. *Chief Engineer.*

18-8-13.

PET. GEO. D'SOUZA,
Under-Secretary to the
Govt. of Mysore.

18-8-13.

Signed, sealed and delivered by the abovenamed JOHN TAYLOR & SONS in the presence of

JOHN TAYLOR AND SONS,

L. S.

S. H. BARNES,
Clerk with
MESSRS. FRANCIS AND JOHNSON,
10 Gt. Winchester Street,
London, E. C.,
Solicitors.

Confdl Pol. 775 & 2
PP 51-26-2

To

R 10/3/27

The Secretary to the Hon'ble
the Resident in Mysore.

S i r,

With reference to your Confidential - letter No. C.4981/858, dated the 9th February 1927 requesting information on certain points referred to in Vol. IX of the Collection of -- Treaties, Engagements and Sannads by Mr. C. K. Aitchison, I am directed to state that the --- loan of 20 lakhs of rupees raised by the Government of His Highness the Maharaja in 1882 - for railway purposes was finally discharged in the year 1925-26. The bulk of it had been -- discharged much earlier.

2. The agreement made in June 1900 with - Messrs. John Taylor and Sons regarding the - - supply of Electrical Power was superseded by an agreement of 18th August 1913 supplemented by a further agreement made on the 24th September 1917. A copy of the main agreement together with that of its supplement is enclosed.

3. In pursuance of the Agreement made on the 21st December 1901 with the Hon'ble Mark. - Napier, the leases of the Gold Mining Companies at present working in the Kolar Gold Fields -- were renewed for a period of 30 years from 22nd March 1910 on 25th October 1910.

I have, etc.,

GENERAL SECRETARY TO GOVERNMENT.

E.W.M.

AN AGREEMENT made the 24th day of September 1917 Between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE 9hereinafter called "the Government") of the one part and JOHN TAYLOR & SONS of 6 Queen Street Place in the City of London of the other part.

WHEREAS these presents are intended to be read as supplemental to an Agreement (hereinafter referred to as "the Main Agreement") dated the 18th day of August 1913 and made between the same parties.

AND WHEREAS the Government and the Kolar Mines Power Station Limited have agreed to enter into an arrangement for the supply by the Government to the Kolar Mines Power Station Limited of existing and additional electrical power as is mentioned in the draft Agreement set out in the Schedule hereto.

NOW IT IS HEREBY AGREED as follows:--

1. For the purpose of giving effect to such ~~agreement~~ arrangement John Taylor & Sons are hereby authorised to sign for and on behalf of the Government an Agreement with Kolar Mines Power Station Limited in the form set out in the Schedule hereto or any varied form hereinafter authorised.

2. - The Main Agreement shall henceforth take effect subject to these presents and as so subject to these presents shall remain in force.

IN WITNESS whereof M.Visvesvaraya acting for and on behalf of the Government and John Taylor & Sons have hereunto set their respective hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

AN AGREEMENT made the day of 191 Between THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Government") by JOHN TAYLOR & SONS their duly authorised Agents in that behalf of the one part and THE KOLAR MINES POWER STATION LIMITED (hereinafter called "the Company") of the other part

AND WHEREAS in order to carry out such an arrangement it has been proposed that the existing contract between the Government and the Kolar Mines Power Station Limited shall be amended in the manner provided in the said draft Agreement set out in the said Schedule hereto.

WHEREAS these presents are intended to be read as supplemental to an Agreement (hereinafter referred to as "the First Agreement") dated the 9th day of October 1913 and made between the same parties.

AND WHEREAS the parties have agreed to enter into such arrangement for the supply by the Government to the Company of existing and additional electrical power as is hereafter mentioned.

NOT IT IS HEREBY AGREED as follows:--

1. The Government will from time to time supply to the Company direct from the Low Tension Buss in the Government Stepdown Transformer Station on the Kolar Gold Field electrical power for hoisting purposes (hereinafter referred to as "hoisting power") to such amount as the Company shall require and such supply shall be over not more than two feeders or circuits at the entrance to the said Transformer Station.

2. The amount of hoisting power supplied shall be reckoned by measurements registered by suitable meters located for the purpose on the "C.P.S." switchboard located in the Government Step-down Transformer Station Kolar Gold Field and no allowance shall be made for line losses on the two feeder circuits over which hoisting and intermittent power will be supplied. Hoisting power shall be paid for by the Company at the rate of 2.5 farthings per kilowatt hour and payments shall be made in sterling monthly in manner provided by Clause 11 of the First Agreement with regard to the payments there mentioned.

3. The Government will also supply to the Company from time to time such quantity of electrical power for driving intermittent loads other than hoisting (hereinafter referred to as "intermittent power") as the Company shall require to be reckoned and measured as hereinafter provided in the case of hoisting power and to be paid for at the rates following viz.--(1) at the rate of 1.7628 farthings per kilowatt hour (being the equivalent of £12 per horse power per annum) for intermittent power up to but not exceeding 6 per cent of the total aggregate monthly demand of the Company and the

several Companies mentioned in the First Schedule to the Main Agreement referred to in Clause 11 of the First Agreement and (2) at the rate of 2.0568 farthings per kilowatt hour (being the equivalent of £14 per horse power per annum) for intermittent power exceeding such 6 per cent. The total aggregate demand of the Company and such other Companies as aforesaid for the purpose of this clause shall be taken as the aggregate of the amount during each calendar month of the ratings of motors on the Mines and such other Companies plus the amount consumed by the Company for both hoisting power and intermittent power.

4. If and so soon as the rate of £12 per horse power per annum referred to in sub-section (c) of Clause 11 of the First Agreement shall under the provisions in that behalf therein contained become reducible to £10 the prices and rates fixed by Clauses 2 and 3 hereof for hoisting power and intermittent power respectively shall be proportionately reduced as from such date.

5. The Company shall take in each calendar month from the Government such quantities of hoisting power and intermittent power that the amount payable in respect of the supply during such calendar month to the Company by the Government from all sources shall be not less than one-third of the amount paid by the Company to the Government for the power supplied by the Government to the Company during the months of March April and May 1916. Provided always that in the event of the Company relinquishing any power pursuant to a notice in that behalf under the provisions of Clause 12 of the First Agreement the amount of the said minimum monthly payment to the Government shall be reduced in proportion according to the method of calculating kilowatt hour deductions as provided for in this Agreement in Clause 6 as to hoists and Clause 7 as to intermittent motors having regard to the power so relinquished and the period of disuse within the meaning of the said Clause 12.

6. The Company shall take not less than 185,000 kilowatt

hours of hoisting power from the Government in each calendar month such amount to be apportioned between the various hoists which were in service during the months of March April and May 1916 provided always that in the event of any of the aforesaid hoists being disconnected by the Company the said minimum shall be reduced by the number and kilowatt hours allocated to the hoist or hoists being disconnected by the Company the said minimum shall be reduced by the number of kilowatt hours allocated to the hoist or hoists in question. And similarly whenever an additional hoist is placed in service a definite number of kilowatt hours shall be allocated to it for the purpose of any subsequent relinquishment. The number of kilowatt hours allocated from time to time to any hoist or hoists may be readjusted once (but not more than once) in any year.

7. For the purpose of relinquishing intermittent power when necessary the kilowatt hours absorbed per nominal horse power of intermittent motors connected during the month of May 1916 namely 87.5 kilowatt hours shall be taken as a basis. In the event of any intermittent motor being taken out of service the minimum consumption referred to in Clause 5 shall be reduced by the number of kilowatt hours obtained when the horse power of the machine in question is multiplied by 87.5 full allowance for kilowatt hours so deducted being made off the minimum payment referred to in Clause £.

8. Except where inconsistent with the context words used in these presents shall have the same meaning as in the First Agreement These presents shall be binding on both parties for the period fixed by Clause 1 of the First Agreement for the duration thereof. And the First Agreement shall henceforth take effect as amended by these presents and so amended shall remain in force.

9. This Agreement is signed by John Taylor & Sons on behalf of the Government under the authority which they believe to be given to them in that behalf by an Agreement dated the 18th day of August 1913 made between the Government of His Highness the

Maharaja of Mysore of the one part and John Taylor & Sons of the other part and an Agreement supplemental thereto dated the day of 1917 made between the same parties but they do not warrant the existence or continuance of that authority or the performance or observance of this contract by the Government and under no circumstances shall John Taylor & Sons incur any liability by reason of their signing this contract whether under the contract itself or under any warranty of authority which but for this clause might be implied by their signature thereof or on any other ground whatsoever.

IN WITNESS whereof John Taylor & Sons on behalf of the Government have hereunto set their hands and the Company have caused their Common Seal to be hereunto affixed the day and the year first above written.

Signed sealed and delivered by the above-named John Taylor & Sons on the day of 1917 in the presence of

Witness 1.

Witness 2.

Signed sealed and delivered by the above-named Company in the presence of

(End of schedule)

Signed sealed and delivered by the above-named M. VISVESVARAYA on the 24th day of September 1917 in the presence of

Sd. M.Visvesvaraya
24-9-17

Seal

Witness 1 Sd.S.P.Rajagopalachari
Under Secretary to
Government, Bangalore.

Witness 2 Sd. B.V.Lakshmana Rao,
Assistant Commissioner,
Dewan's Office.

Signed sealed and delivered by the above-named JOHN TAYLOR & SONS in the presence of

Sd. John Taylor & Sons.

Witness 1. Sd.J.H.Wood, 6, Queen Street Place,
London E.C.4, Secretary of Public Co.

Witness 2. Sd.R.J.H.Allen, 6, Queen Street Place,
London E.C. Clerk.

R E S I D E N C Y.

B A N G A L O R E.

December 21st., 1901.

MEMORANDUM OF ASSIGNMENT.

BETWEEN P. N. Krishna Murti, Esquire, C.I.E., Dewan of Mysore, acting for the Government of Mysore.

A N D

The Honourable Mark Napier, Director of the Mysore Gold Mining Company, Limited, holding Powers of Attorney for the Companies mentioned in the Schedule hereto.

The Parties hereto agree as follows:.

(1) All existing Leases and Assignments shall remain in operation undisturbed until March 22nd., 1910.

(2) Upon that date the Mysore Government shall renew to the said Companies such Leases for a term of 30 years from March 22nd., 1910, in terms identical with those in the said existing Leases and Assignments save so far as they affect Royalty payable to the Mysore Government.

(3) The Royalty payable under the said renewed Leases shall 5 per cent. on net proceeds as heretofore without change or abatement and also 2½ per cent. on all Dividends as and when declared.

(4) No rebate to be claimed on existing leases and assignments in reference to the Royalty realized in British India.

Sd/ P. N. Krishna Murti,
Dewan of Mysore.

Sd/ Mark Francis Napier,
Attorney for the sd. Companies

In the presence of Donald Robertson,
Liet. Col.
Resident in Mysore.

Bangalore,
Dec. 21., 1901.

"Copy" B. Fayrer Davis

Director,
Mysore Geological Department.

P 70

No. 120

STAMPS Rs. 210

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE BALAGHAT GOLD MINING COMPANY LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Balaghât Gold Mining Company Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases *(inter alia)* the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 1328·32 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block"

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Mysore Government General Stamp

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature hereinafter collectively referred to as "minerals") occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state and then hereinafter referred to as "finished products") or in an intermediate condition and then hereinafter referred to as "intermediate products") and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block.

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable.

17. AND ALSO WILL throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

18. AND ALSO WILL when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

19. AND ALSO WILL at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

20. AND ALSO WILL throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

21. AND ALSO WILL not until the licence in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

22. AND ALSO WILL permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided whether the same have been legally demanded or not or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by the above-named Tanjore Madava Row Ananda Row on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.

Seal of the Dewan of Mysore.

C. S. BALASUNDARAMIYER,
Offg. Secy. to the Govt. of Mysore General & Revenue Depts.

N. NOVINDA ROW,
Private Secretary to the Dewan of Mysore.

Signed sealed and delivered by Robert Henry Power Bullen the duly constituted Attorney of the above-named Balaghat Gold Mining Company Limited on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney of The Balaghat Gold Mining Company Ltd.

SEAL.

C. B. BENNETTS,
A. NICOL,
OOTACAMUND, SOUTH INDIA

W. F. SMEETH,
Secy. Genl. Dept.

SCHEDULE.

Description Area and Boundaries of the Balaghat Block.

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 1328·32 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder :—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.		
A	Triangular	1·00	B	—	—
B	,,	2·00	—	B	B
C	,,	1·00	—	B	B
D	,,	1·00	—	T B	B
E	,,	1·00	T B	N	B
F	,,	1·00	N	N	B
G	,,	1·00	N	G	B
H	,,	1·00	B	G	B
J	,,	1·50	G	G	B
K	,,	1·50	B	G	B
L	,,	1·50	G	A	B
M	,,	1·00	B	B	A
N	,,	1·00	B	A	—

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows :—

From	To	Distance in Feet.	Bearing to true North.		
A	B	3230·83	180°	53′	15″
B	C	2059·39	175°	8′	20″
C	D	2194·05	180°	44′	10″
D	E	2996·73	240°	28′	25″
E	F	339·42	272°	26′	30″
F	G	1865·97	271°	48′	50″
G	H	2035·77	183°	11′	30″
H	J	135·00	271°	29′	55″
J	K	2054·59	183°	2′	40″
K	L	5067·02	271°	27′	20″
L	M	2062·42	182°	57′	15″
M	N	1458·00	184°	32′	50″
N	A	9541·41	83°	4′	40″

T. ANANDA ROW,
24 Nov. '10;
Dewan of Mysore.

No. 121

STAMPS
Rs. 205

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE CHAMPION REEF GOLD MINING COMPANY OF INDIA LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Champion Reef Gold Mining Company of India Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases *(inter alia)* the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 742·86 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block."

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Mysore Government General Stamp.

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature hereinafter collectively referred to as "minerals" occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state and then hereinafter referred to as "finished products", or in an intermediate condition and then hereinafter referred to as "intermediate products" and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block.

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the "liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable

17. AND ALSO WILL throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

18. AND ALSO WILL when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

19. AND ALSO WILL at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

20. AND ALSO WILL throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

21. AND ALSO WILL not until the licence in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

22. AND ALSO WILL permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided (whether the same have been legally demanded or not) or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by the above-named Tanjore Madava Row Ananda Row on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.

Seal of the Dewan of Mysore.

C. S. BALASUNDARAMIYER,
Offg. Secy. to the Govt. of Mysore General & Revenue Depts.

N. NOVINDA ROW,
Private Secretary to the Dewan of Mysore.

Signed sealed and delivered by Robert Henry Power Bullen the duly constituted Attorney of the above-named Champion Reef Gold Mining Company of India Limited on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney of The Champion Reef Gold Mining Co. of India Limited.

SEAL.

C. B. BENNETTS,
A. NICOL,
OOREGAUM, SOUTH INDIA.

W. F. SMEETH,
Secy. Geol. Dept.

SCHEDULE.

Description Area and Boundaries of "The Champion Reef Block."

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 742·86 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder :—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.
A	Triangular	1·50	— Cr O
B	,,	1·50	— M C R
C	,,	6·00	M M C R
D	,,	2·00	C R M C R
E	Chisel	1·00	M C R
F	,,	1·00	M C R
G	Triangular	1·50	M M C R
H	,,	1·00	M K I H C R
J	,,	2·00	C R M W N B
K	,,	1·50	C R N B O
L	Chisel	1·50	C R O
M	Triangular	2·00	C R C R O

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows :—

From	To	Distance in Feet.	Bearing to true North.
A	B	6271·81	176° 57′ 25″
B	C	1376·53	261° 3′ 30″
C	D	2709·53	171° 25′ 55″
D	E	1466·72	259° 12′ 35″
E	F	1481·84	259° 20′ 20″
F	G	1501·78	259° 11′ 0″
G	H	1847·66	259° 10′ 40″
H	J	3506·72	171° 40′ 45″
J	K	1744·70	259° 29′ 5″
K	L	2577·51	259° 31′ 20″
L	M	1861·03	259° 30′ 0″
M	A	2050·00	259° 30′ 0″

T. ANANDA ROW,
24 Nov. '10,
Dewan of Mysore.

Presented on the 28th Nov. 1910 at 12 noon in the office of the Dt. Registrar Bangalore by the undersigned.

R. H. P. BULLEN.

The undersigned admits execution of this document.

R. H. P. BULLEN.

The identity of the executant is well known to the undersigned.

(Signature illegible).

The undersigned is satisfied as to the execution of this document by Mr. T. Ananda Row, Dewan of Mysore.

Signature illegible.

28 Nov. '10.

Registered as No. 19 of 1910-11 in Book 1 Vol. 29 pages 366-389. Fees received Rs.78-12-0 only.

Signature illegible.

2 Jan. 1911.

Seal of the Registrar of Bangalore.

No. 127

No. 262 Certified that the Mysore Stamp Duty, viz. :—Rs. Two hundred and five annas nil only has been levied on this document and credited into the District Treasury. Amount endered by Mr. R. H. P. Bullen. *Vide* C. No. 35 dated 28th October, 1910.

(Signature illegible).

Dy. Commissioner, Bangalore District

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE MYSORE GOLD MINING COMPANY LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Mysore Gold Mining Company Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases *(inter alia)* the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 338·97 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block."

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be a full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature hereinafter collectively referred to as "minerals" occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state and then hereinafter referred to as "finished products" or in an intermediate condition and then hereinafter referred to as "intermediate products" and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the "liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable.

17. AND ALSO WILL throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

18. AND ALSO WILL when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

19. AND ALSO WILL at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

20. AND ALSO WILL throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

21. AND ALSO WILL not until the licence in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

22. AND ALSO WILL permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided whether the same have been legally demanded or not or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by the above-named Tanjore Madava Row Ananda Row on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.

Seal of the Dewan of Mysore.

C. S. BALASUNDARAMIYER,
Offg. Secy. to the Govt. of Mysore General & Revenue Depts.

N. NOVINDA ROW,
Private Secy. to the Dewan of Mysore.

Signed sealed and delivered by Robert Henry Power Bullen the duly constituted Attorney of the above-named Mysore Gold Mining Company Limited on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney of The Mysore Gold Mining Company Limited.

C. B. BENNETTS.
OORGAUM, SOUTH INDIA.

A. NICOL,
OORGAUM, SOUTH INDIA.

W. F. SMEETH.
Secy. Genl. Dept.

SCHEDULE.

Description Area and Boundaries of "The South Mysore Block."

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 338·97 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder :—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.		
A	Triangular	1·00	—	S M B	K B
B	,,	1·00	—	—	S M B
C	,,	1·00	—	S M B	S M B
D	,,	1·00	—	S K B	S M B
E	,,	1·00	S K B	S B	S M B
F	,,	1·00	S M B	S B	S B
G	,,	1·00	S M B	S M B	S B
H	,,	1·00	S M B	S B	K B

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows :—

From	To	Distance in Feet.	Bearing to true North.		
A	B	2284·64	178°	34′	35″
B	C	1454·70	99°	24′	30″
C	D	758·50	179°	9′	40″
D	E	4202·03	91°	58′	20″
E	F	949·34	181°	8′	45″
F	G	1121·07	91°	27′	0″
G	H	2274·60	185°	8′	40″
H	A	4208·83	89°	0′	0″

H

T. ANANDA ROW,
24 Nov. '10,
Dewan of Mysore.

Presented by the undersigned on the 28th Nov. 1910 at 12 noon in the office of the Dt. Registrar Bangalore.

R. H. P. BULLEN.

The undersigned admits execution of this document.

R. H. P. BULLEN.

The identity of the executant Mr. R. H. P. Bullen is well known to the undersigned.

Signature illegible.

The undersigned is satisfied as to the execution of this document by Mr. T. Ananda Row, Dewan of Mysore.

(Signature illegible).

28 Nov. '10.

Registered as No. 27 of 1910-1911 in Book 1 Vol. 29 pages 458-481. Fees received Rs.77-12 only.

(Signature illegible).

2 Jan. 1911.

Dated 25th October, 1910.

THE GOVERNMENT OF H.H. THE MAHARAJA OF MYSORE.

THE MYSORE GOLD MINING COMPANY LIMITED

Lease

OF MINING RIGHTS IN MYSORE

SOUTH MYSORE BLOCK.

FRANCIS & JOHNSON,
19, Gt. Winchester Street
E.C.

A. P. Blundell & Co., Printers, 171-173, Upper Thames St., E.C.

No. 131

STAMPS
Rs. 205

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE NUNDYDROOG COMPANY LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Nundydroog Company Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases *(inter alia)* the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 622·24 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block."

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Mysore Government General Stamp.

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature (hereinafter collectively referred to as "minerals" occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state (and then hereinafter referred to as "finished products" or in an intermediate condition (and then hereinafter referred to as "intermediate products") and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the "liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable.

17. AND ALSO WILL throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

18. AND ALSO WILL when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

19. AND ALSO WILL at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

20. AND ALSO WILL throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

21. AND ALSO WILL not until the licence in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

22. AND ALSO WILL permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided whether the same have been legally demanded or not or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by the above-named Tanjore Madava Row Ananda Row on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.

Seal of the Dewan of Mysore.

C. S. BALASUNDARAMIYER.
Offg. Secy. to the Govt. of Mysore General & Rev. Depts.

N. NOVINDA ROW,
Private Secretary to the Dewan of Mysore.

Signed sealed and delivered by Robert Henry Power Bullen the duly constituted Attorney of the above-named Nundydroog Company Limited on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney of The Nundydroog Company Ltd.

SEAL.

C. B. BENNETTS.

A. NICOL,
Oorgaum, South India

W. F. SMEETH,
Surg. Genl. Dept.

SCHEDULE.

Description Area and Boundaries of "The Nundydroog Block."

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 622·24 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder :—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.
A	Triangular	1·50	— N T B
B	,,	1·50	— O N
C	Chisel	1·00	O N
D	,,	1·50	O N
E	Triangular	1·50	O N B N
F	,,	1·00	N N B N
G	,,	1·00	N B G N
H	,,	1·50	N G G
J	,,	1·00	N G G
K	,,	1·00	N G B
L	,,	1·00	N N B
M	,,	1·00	T B N B
N	,,	1·00	N N T B

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows :—

From	To	Distance in Feet.	Bearing to true North.
A	B	3206·66	171° 16′ 30″
B	C	2093·04	260° 27′ 45″
C	D	1437·20	260° 31′ 35″
D	E	1500·96	260′ 28′ 45″
E	F	3285·71	171° 39′ 35″
F	G	1056·45	261° 29′ 50″
G	H	1099·18	171° 35′ 5″
H	J	1814·04	181° 37′ 40″
J	K	2068·25	271° 47′ 40″
K	L	1865·97	271° 48′ 50″
L	M	339·42	272° 26′ 30″
M	N	2132·83	180° 0′ 0″
N	A	1855·69	261° 25′ 5″

T. ANANDA ROW,
24 Nov. '10,
Dewan of Mysore.

No. 132

STAMPS Rs. 205

This Indenture made the Twenty-fifth day of October One thousand nine hundred and ten BETWEEN THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE (hereinafter called "the Lessors" which expression shall be taken to mean and include the Government of His Highness the Maharaja of Mysore their successors and assigns except where the context requires another or different meaning) of the one part and THE OOREGUM GOLD MINING COMPANY OF INDIA LIMITED (hereinafter called "the Lessees" which expression shall be taken to mean and include the said Ooregum Gold Mining Company of India Limited their successors and assigns except where the context requires another or different meaning) of the other part

1. WHEREAS the Lessees by virtue of certain leases and assignments were or are the duly accredited Lessees of certain mining rights of land in the Mysore Territories and WHEREAS by a Memorandum of Agreement dated Twenty-first December One thousand nine hundred and one the Lessors have agreed to renew the said leases on certain terms specified in the said Memorandum of Agreement and WHEREAS the Lessors have agreed to grant and the Lessees have agreed to accept in lieu of the renewal of the said leases *inter alia)* the mining lease hereinafter contained in respect of the piece of land delineated in the map or plan hereto annexed and situate in the Bowringpet Taluk of the Kolar District Mysore State estimated to comprise 450·72 acres and particularly mentioned and described in the Schedule hereto annexed and which piece of land is hereinafter called "the mining block."

2. NOW THIS INDENTURE WITNESSETH that in consideration of the surrender by the Lessees as from the Twenty-second day of March One thousand nine hundred and ten of all the rights licenses and liberties demised and granted to them and enjoyed heretofore and which at the date hereof are subsisting and vested in the Lessees in respect of the mining rights of land in the Mysore Territories by virtue of the above-mentioned leases of which surrender the execution of this Indenture shall be full and complete proof and in consideration of the royalties rents and other payments hereinafter reserved and in consideration of and subject to the covenants and agreements by the Lessees hereinafter contained the

Mysore Government General Stamp.

Lessors do hereby demise and grant unto the Lessees exclusive license and liberty to search for mine and raise all quartz reefs and beds and strata of earth stone or rock containing or supposed to contain gold metallic ores precious stones coal or other substances of a merchantable nature hereinafter collectively referred to as "minerals" occurring in or upon the mining block and to treat the same by metallurgical or other processes and obtain or prepare therefrom gold metals precious stones and other valuable products or substances either in a finished completed and refined state and then hereinafter referred to as "finished products" or in an intermediate condition and then hereinafter referred to as "intermediate products" and to erect such buildings or mining or metallurgical plant and carry on such operations as may be necessary or desirable for the purposes aforesaid.

3. TOGETHER with liberty for the Lessees to remove sell and dispose of the minerals found or raised on or in the mining block or the intermediate or finished products obtained or prepared therefrom.

4. TO HAVE AND TO HOLD the premises hereinbefore expressed to be hereby demised and granted unto the Lessees for the term of Thirty years from the Twenty-second day of March One thousand nine hundred and ten.

5. YIELDING AND PAYING therefor during the said term an annual rent of Eight annas per acre of the mining block which rent shall be payable for each calendar year on or before the Thirty-first day of December.

6. AND ALSO YIELDING AND PAYING on or before the Thirty-first day of March in every year all local cesses and other taxes or rates of every description for the time being payable in respect of the premises or lands within the mining block or of any buildings or works in or on the same.

7. AND ALSO YIELDING AND PAYING a royalty of Five per centum upon the net sale proceeds of all gold metallic ores coal and other substances of a saleable or merchantable nature found on the mining block which shall have been crushed dressed and made merchantable by the Lessees.

8. AND ALSO YIELDING AND PAYING a royalty of Ten per centum upon the saleable value of all precious stones found on the mining block.

9. AND ALSO YIELDING AND PAYING a royalty of Two and one-half per centum upon the amount of all dividends from whatever source derived as and when declared and made payable by the Lessees to their Shareholders.

10. AND IT IS HEREBY DECLARED that the expression "the "liability under this lease" shall hereafter include all the cesses taxes rates royalties rents compensation indemnities and other payments in this lease reserved and made payable by the Lessees.

11. AND THE LESSEES hereby covenant with the Lessors that they the Lessees will during the said term in the best and most effectual manner and without intermission except when prevented by inevitable accident search for all gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature within or upon the mining block.

12. AND WILL throughout the said term keep all mines buildings pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant on or in the mining block in good repair working order and condition.

13. AND ALSO WILL if required and before the sale thereof deliver to or permit to be taken by the Lessors or their agent or agents a sample or samples of all gold metals metallic ores precious stones coal and other substances which shall have been crushed dressed and made merchantable and prepared for sale all such samples so taken to be paid for by the Lessors at the current market rate.

14. AND ALSO WILL immediately after any sale of the said gold metals metallic ores precious stones coal and other substances give to the Lessors or their agent or agents a return of the prices for which the same respectively shall have been sold and if required the names of the purchasers thereof.

15. AND ALSO WILL within Ninety days after any such sale or within Six months from the time of the extraction of the ore or the finding of precious stones pay to the Lessors the royalties of Five per centum and Ten per centum hereinbefore reserved.

16. AND WILL pay all other liabilities under this lease as and when they respectively become payable.

17. AND ALSO WILL throughout the said term make and keep in some convenient place on the mining block and so that the Lessors or their agent or agents can have at all times free access thereto proper books of account of the working of the mines and the costs thereof and of the disposal of the gold metals metallic ores precious stones coal and other substances of a saleable or merchantable nature containing all particulars of quantities dates and other facts and circumstances necessary or proper for ascertaining the exact value of such gold metals metallic ores precious stones coal and other substances and also correct maps plans and sections of the said mines and workings.

18. AND ALSO WILL when required by the Lessors or their agent or agents give to them or him copies of all entries in the said books and of every such map plan and section as aforesaid.

19. AND ALSO WILL at the end or sooner determination of the said term give up to the Lessors the said books maps plans and sections in good and perfect condition.

20. AND ALSO WILL throughout the said term keep all boundary posts in good repair and condition and every shaft pit or open working within the mining block sufficiently fenced for the protection of man and beast.

21. AND ALSO WILL not until the licence in writing of the Lessors or their agent or agents be obtained wilfully close fill up or choke any mine or shaft.

22. AND ALSO WILL permit the Lessors and their agent or agents servants or workmen throughout the said term to enter upon any of the works carried on under or by virtue of these presents and examine the state and condition thereof and to use the engines machinery and apparatus upon or within the mining block for that or for any other lawful and reasonable purpose the Lessors making compensation for such use except when required for examining and taking plans the amount of such compensation in case of difference to be settled by two Arbitrators one to be named by the Lessors and the other by the Lessees or if the Arbitrators differ by an Umpire to be chosen by them before entering upon the arbitration and if either party shall fail to name an Arbitrator after notice in writing by the

other or their agent requiring them so to do or shall name an Arbitrator who neglects to act or to proceed with due diligence in the business of the Arbitration or who will not join in naming an Umpire then by the valuation of the Arbitrator named by the other party AND the award made by such Arbitrators or Umpire may be made by a rule of Court subject to the provisions of the Code of Civil procedure or any then subsisting statutory modification thereof.

23. AND ALSO WILL permit the Lessors to exercise the liberties hereinbefore reserved and will afford all reasonable facilities and assistance in the exercise thereof.

24. AND WILL in the exercise of the licence and liberties hereby granted abstain from entering upon the surface of any occupied Government land or of any Inam land comprised within the mining block without previously purchasing the rights or obtaining the consent of the occupant holder or tenant of such land by an instrument in writing duly registered and if any damage or injury be caused to the surface of any such land by any operations carried on under this lease will duly compensate the occupant holder or tenant thereof for all such damage or injury.

25. AND WILL keep open and in no way obstruct any road path or by-way of any kind whatsoever now existing on the mining block.

26. AND ALSO WILL from time to time and at all times hereafter effectually keep indemnified the Lessors from and against all claims demands and expenses whatsoever by reason or in consequence of any injury to or interference with any lands or property whatsoever occasioned by or arising from the working under these presents or the exercise of the liberties hereby granted.

27. AND ALSO WILL deliver to the Lessors a copy of every assignment or under-lease of the said premises or any part thereof within two calendar months after the date of every such assignment or under-lease.

28. AND WILL at the expiration or sooner determination of the said term deliver to the Lessors in good order repair and condition and fit for future working and use and in all respects in such state and condition as shall be consistent with the due performance and

observance of the several covenants and agreements by the Lessees herein contained the mining block and all the mines and buildings and all pits shafts ladders plats sollars timber ropes watercourses air-gates engines machines and other mining and metallurgical plant below and above ground which are in the nature of fixtures or necessary or desirable for the proper working of the said mines and the raising of minerals from the mining block or for the obtaining or preparing of intermediate or finished products from such minerals except any pits shafts or other works which shall have been abandoned or disused in the ordinary and fair course of working of the said mines and premises but so that the Lessors shall pay to the Lessees a fair price for all engines and machinery of any description in or on the mining block based on the amount the same could be sold for on the mining block if the Lessees had power to authorise the purchasers to remove them unless the Lessors shall have given notice in writing to the Lessees that they the Lessors do not intend to take over any of such buildings engines and machinery plant and other things in which case the Lessees shall be at liberty to remove the same but without injuring any other property in or on the mining block.

29. PROVIDED ALWAYS that if and whenever any part of the liabilities under this lease shall be in arrear for the space of Sixty days after the expiration of the time prescribed by these presents for payment thereof and the Lessees shall not pay the same within Thirty days after the service upon them of a notice by the Civil Executive Officer of the District in which the mining block is situate calling upon them to pay the same the Lessors shall be at liberty to seize all gold metallic ores precious stones coal and other substances of a saleable nature in or about the mines or pits opened worked or carried on by the Lessees on the mining block and the Lessors may sell and dispose of such gold metallic ores precious stones coal and other substances and out of the moneys produced thereby may deduct and retain all liabilities under this lease and all expenses incurred in or about any such seizure and sale.

30. PROVIDED ALWAYS and these presents are upon this express condition that if and whenever any part of the liabilities under this lease shall be in arrear for the space of six calendar months after any of the days whereon the same ought to be paid as herein provided (whether the same have been legally demanded or not) or if the Lessees or their workmen shall cease to carry on the regular working of the mines or cause any obstruction or annoyance to the Officers of

the Lessors or to the people of the country or refuse to afford information to the Lessors or if and whenever there shall be a breach of any of the covenants herein contained and on the part of the Lessees to be performed and observed then and in such case the Lessors or their agent or agents duly empowered in that behalf may re-enter upon any part of the mines and workings carried on under this lease in the name of the whole and thereupon the said term of Thirty years shall absolutely determine.

31. PROVIDED ALWAYS and it is hereby agreed and declared that no such re-entry or forfeiture of the said term under the proviso for re-entry hereinbefore contained shall take place unless and until the Lessors shall have given to the Lessees a notice calling upon them to give a reasonable explanation of the matter or matters complained of and to rectify the same which notice shall be in writing signed on behalf of the Lessors by the Civil Executive Officer of the District in which the mining block is situate or by any other person specially empowered in that behalf and shall be served on the Lessees or any one or more of them or on their agent or agents or fixed on any part of the mining block and default shall have been made in giving such reasonable explanation and in rectifying the matter or matters complained of for six calendar months from the time of such notice being so served or affixed.

32. PROVIDED ALSO and it is hereby agreed and declared that if the Lessees shall be desirous of determining the said term of thirty years hereby granted at the expiration of any calendar year of the said term and of such desire shall give to the Lessors six calendar months' previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of such year then and in such case upon the expiration of such year the term hereby granted shall absolutely cease and determine.

33. PROVIDED ALSO and it is hereby agreed and declared that if the said term of thirty years hereby granted shall not prior to the termination thereof by lapse of time have been determined under the provisions hereinbefore contained and if the Lessees shall be desirous of obtaining a renewed lease of the licences rights and liberties hereby granted for a further term of thirty years from the

expiration of the term hereby granted and of such desire shall give to the Lessors one year's previous notice in writing and shall pay the liabilities under this lease and perform and observe the several covenants and agreements herein contained and on the part of the Lessees to be performed and observed up to the expiration of the term hereby granted then and in such case the Lessors will upon the request and at the expense of the Lessees execute and deliver to the Lessees a renewed lease of the said premises for a further term of Thirty years in such form and subject to such royalty and other payments and such covenants agreements and conditions as may be agreed upon between the Lessors and Lessees at the time and the Lessees shall at the same time execute and deliver to the Lessors a counterpart of such renewed lease

IN WITNESS whereof Tanjore Madava Row Ananda Row, B.A., C.I.E. the Dewan of Mysore acting for and on behalf of the Lessors and Robert Henry Power Bullen the duly constituted Attorney of the Lessees have hereunto and to a duplicate hereof set their respective hands and seals.

Signed sealed and delivered by the above-named Tanjore Madava Row Ananda Row on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

T. ANANDA ROW,
24 Nov. '10.

Seal of the Dewan of Mysore.

C. S. BALASUNDARAMIYER,
Offg. Secy. to the Govt. of Mysore
General & Revenue Depts.

N. NOVINDA ROW,
Private Secretary to the Dewan of Mysore.

Signed sealed and delivered by Robert Henry Power Bullen the duly constituted Attorney of the above-named Ooregum Gold Mining Company of India Limited on the Twenty-fifth day of October One thousand nine hundred and ten in the presence of

R. H. P. BULLEN,
the duly constituted Attorney of The Ooregum Gold Mining Coy. of India Ltd.

SEAL.

C. B. BENNETTS,

A. NICOL,
OORGAUM, SOUTH INDIA.

W. F. SMEETH,
Secy. Genl. Dept.

SCHEDULE.

Description Area and Boundaries of "The Ooremim Block."

The Block is situated on the Kolar Gold Field in the Bowringpet Taluk of the Kolar District, Mysore State.

The area of the Block is 450·72 acres.

The boundaries of the Block are defined by stone pillars erected and lettered in accordance with the plan attached hereto and specified hereunder:—

Boundary Stone.	Shape.	Height in Feet.	Letters cut on Boundary Stones.
A	Triangular	1·50	— O —
B	,,	1·50	— C R O
C	,,	2·00	C R C R O
D	Chisel	1·50	C R O
E	Triangular	1·50	C R N B O
F	,,	1·50	O N B N
G	Chisel	1·50	O N
H	,,	1·00	O N
J	Triangular	1·50	O N —
K	,,	1·50	— O —
L	,,	1·50	— O O
M	,,	1·50	— O —
N	,,	1·50	— O O

The boundaries between the pillars are straight lines the lengths and bearings of which are marked on the plan and are as follows:—

From	To	Distance in Feet.	Bearing to true North.
A	B	1020·00	350° 4′ 40″
B	C	2050·00	259° 30′ 0″
C	D	1861·03	259° 30′ 0″
D	E	2577·51	259° 31′ 20″
E	F	3355·60	170° 45′ 0″
F	G	1500·96	260° 28′ 45″
G	H	1437·20	260° 31′ 35″
H	J	2093·04	260° 27′ 45″
J	K	267·86	260° 27′ 45″
K	L	1294·93	350° 4′ 40″
L	M	900·00	79° 30′ 0″
M	N	950·00	350° 4′ 40″
N	A	250·00	79° 30′ 0″

T. ANANDA ROW,
24 Nov. '10,
Dewan of Mysore.